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the right of the court which alone can determine the question of privilege in each case. *Mitchell's Case*, 12 Abb. Prac. (N. Y.).

EVIDENCE—DECLARATION OF AGENT AFTER CONCLUSION OF AGENCY—ADMISSIBILITY.—BURBANK V. HAMMOND, 75 N. E. 102 (MASS.).—*Held*, that a letter of a land broker written after the consummation of a sale, and tending to show that he knew of false representations made therein, is inadmissible, although the broker is still employed to care for the property.

While it is beyond controversy that declarations to be admissible must constitute a part of the *res gestae*, courts are not harmonious in decisions as to what constitutes a part of the transaction. The declaration of an agent that land was not as he had supposed and had represented is inadmissible after the deal has been closed, although it appears that both buyer and agent were deceived. *Lake v. Tyree*, 90 Vir. 719. While evidence of what an agent said relative to a past transaction is not admissible to prove the contract itself it is competent to contradict the agent's statement that no such contract was, in fact, made. *Stenhouse et al. v. C. C. & A. R. R.*, 70 N. C. 542; although the agent may continue in the principal's employ. *McComb & Wallace's Admr's. v. N. C. R. R. Co.*, 70 N. C. 178. That modern cases have relaxed the rule requiring "perfect coincidence" would appear from dissenting opinion in *Vicksburg, etc., R. R. Co. v. O'Brien*, 119 U. S. 99.

EVIDENCE—PRIVILEGED COMMUNICATIONS.—BROWN V. MOOSIC MT. COAL CO., 61 ATL. 76 (PA.).—*Held*, that where two persons employ the same attorney, communications to him are not privileged *inter se*.

This is an exception to the rule that communications between attorney and client are privileged. It is well supported. *Doheny v. Lacy*, 168 N. Y. 213; *Bauers' Estate*, 79 Cal. 304. So where both parties are present, *Hanlon v. Doherty*, 109 Ind. 37; *Cody v. Walker*, 62 Mich. 157. And where terms of compromise are offered a client's creditors, *McTarish v. Denning*, Anth. N. P. 155. But the communications are privileged when parties employ the same attorney for adverse interests. *Bowers v. Briggs*, 20 Ind. 139, *Hull v. Lyon*, 27 Mo. 570; as are also communications by one of two joint defendants under arrest to their joint attorney. *Jahnke v. State*, 94 N. W. 158 (Neb.).

FRAUDULENT CONVEYANCES—DEBTS.—VREELAND V. ROGERS, ET AL., 61 ATL. 486 (N. J.).—A judgment creditor attempted to attach property conveyed by the defendant prior to the judgment, on the ground that the conveyance was void as in defraud of creditors. *Held*, the onus was on the complainant to show fraud.

The burden of proving fraudulent intent is on a subsequent creditor who impeaches a voluntary conveyance. *State Bank of Chase v. Chalton*, 69 Kan. 435. *Loeschigk v. Addison*, 4 Abb. Practice, U. S. 210; *Wynn v. Mason*, 72 Miss. 424. *Lewis v. Simon*, 72 Tex. 470, even goes so far as to say that a subsequent creditor cannot attack the conveyance as fraudulent. It is proper to instruct the jury that the presumption is against fraud in such a conveyance. But by statute in some states, where the property does not actually change hands, the onus is on the grantee to show good faith. *Seidenbach v. Riley*, 111 N. Y. 560; *Car v. Johnson*, 59 Hun. 620.

INJUNCTION—ADEQUATE LEGAL REMEDY—MAINTENANCE OF RAILROAD STATION.—JACQUELIN ET AL. V. ERIE R. CO., 61 ATL. 18.(N. J.).—*Held*, the right, if any, to compel a railroad to maintain a station at a certain point is a legal one,